B 27 (Official Form 27) (12/13)

# UNITED STATES BANKRUPTCY COURT

Southern District of California

	Jorenne Valenzuela				
In re_	Debtor		Case No. 14-05582 Chapter 7	<del></del>	
	REAFFIRMATION AG	REEM	•		
This time	form must be completed in its entirety and filed set under Rule 4008. It may be filed by any pa	d, with	the reaffirmation agreement he reaffirmation agreement.	attached, with	in the
1.	Creditor's Name: FreedomRoad Financial	<del></del>			
2.	Amount of the debt subject to this reaffirmat \$2,899.99 on the date of bankruptcy \$2	ion agi ,899.99	reement: to be paid under reaffire	nation agreem	ent
3.	Annual percentage rate of interest: 9.99 9.99 % under reaffirmation agreement ( _v	% pric	r to bankruptcy d Rate Adjustable Rate)		
4.	Repayment terms (if fixed rate): \$269.77	er moi	nth for months		
5.	Collateral, if any, securing the debt: Current Description: 2011 DUCATI 848 EVO, VIN#ZD			_	
	Does the creditor assert that the debt is nondis, attach a declaration setting forth the nature of schargeable.)	ischarg of the de	eable? Yes No ebt and basis for the contenti	on that the de	bt is
Deb	tor's Schedule I and J Entries		tor's Income and Expenses tated on Reaffirmation Agi		
7A.	Total monthly income from \$ 5978.50 Schedule I, line 12	7B.	Monthly income from all sources after payroll deduc	\$_5978.Setions	
8A.	Total monthly expenses from Schedule J, line 22	8B.	Monthly expenses	\$ 5957	includes BNW 3-series and 2011
9A.	Total monthly payments on \$	9B.	Total monthly payments on reaffirmed debts not includ monthly expenses		DUCATI 846 EVO
		10B.	Net monthly income (Subtract sum of lines 8B a line 7B. If total is less than number in brackets.)		

B2	B27 (Official Form 27) (12/13)	\ a <u>z</u> \ 2
11.	Explain with specificity any difference between the income amount NA	nts (7A and 7B):
12.	Explain with specificity any difference between the expense amound better will eliminate spending \$500.00 to Gram and Philippines. Also Debter will red recreation expenses from \$200 to \$75.  If line 11 or 12 is completed, the undersigned debter, and joint debolanation contained on those lines is true and correct.	ants (8A and 8B):  5 Velatives in  6 Velatives
САРІС	X/I) V	rebtor (if applicable, and only r 12 is completed)
Othe	her Information	5
□ of un sourc	Check this box if the total on line 10B is less than zero. If that numundue hardship arises (unless the creditor is a credit union) and you murces of funds available to the Debtor to make the monthly payments of	oust explain with specificity the
Was	s debtor represented by counsel during the course of negotiating this YesNo	reaffirmation agreement?
if del couns	lebtor was represented by counsel during the course of negotiating this insel executed a certification (affidavit or declaration) in support of theYesNo	s reaffirmation agreement, has e reaffirmation agreement?
	FILER'S CERTIFICATION	

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

ignature

Print/Type Name & Signer's Relation to Case

B240A (Form B240A) (04/10)

Check one.	
Presumption of Undue Hardship	
No Presumption of Undue Hardship	
See Debtor's Statement in Support of Reaffirmation,	
Part II below, to determine which box to check.	

## UNITED STATES BANKRUPTCY COURT

Southern District of California

Jorenne Valenzuela In re		. Case No. <u>14-05582</u>
In re		Chapter 7
	REAFFIRM	ATION DOCUMENTS
Name of Cr	editor: Freedo	mRoad Financial
Check this box i	f Creditor is a C	Credit Union
PART I. REAFFIRMATION A	GREEMENT	
Reaffirming a debt is a serious fi Agreement, you must review the this form.	nancial decisio important disc	on. Before entering into this Reaffirmation closures, instructions, and definitions found in Part V of
A. Brief description of the origina	l agreement be	ing reaffirmed: Promissory Note & Security Agreement  For example, auto loan
B. AMOUNT REAFFIRMED:	\$	2,899.99
unpaid principal, interest, as which is the date of the Disc	nd fees and cost closure Stateme	ant that you are agreeing to pay. This may include ts (if any) arising on or before, ent portion of this form (Part V).
		ble to the Amount Reaffirmed is%.
See definition of "Annual Po	ercentage Rate	" in Part V, Section C below.
This is a (check one) / Fixe	ed rate	Variable rate
If the loan has a variable rate, the fudisclosed here.	iture interest ra	te may increase or decrease from the Annual Percentage Rat

B240A, Reaffirmation Documents

Page 2

D. Reaffirmat	tion Agreement Repa	yment Te	rms (check and complet	e one):	
	\$ per mon	th for	months starting	ng on	·
<b>V</b>	the initial payment a	mount.			ent(s) may be different from
	Security Agreement a	re hereby is reement is	ncorporated by referer	ice. This reaffirmat	attached Promissory Note and ion agreement is void if the id by the Bankruptcy or other
E. Describe th	e collateral, if any, se	ecuring th	e debt:		
	Description:		2011 Ducati01420		
	Current Market Valu	ie	\$	10,565.00	
F. Did the deb	t that is being reaffir	med arise	from the purchase o	f the collateral de	escribed above?
✓ Yes.	. What was the purcl	nase price	for the collateral?	\$	16,493.38
No.	What was the amou	int of the o	original loan?	\$	······································
	changes made by the	is Reaffirn	nation Agreement to	the most recent	credit terms on the reaffirme
deot and any re	into de descritorio	_	G.4	т . A.С	
		Terms a  Date of	s of the Bankruptcy	Terms After Reaffirmation	
Balance	due (including				
· ·	nd costs) Percentage Rate	\$		\$	
	y Payment	\$		\$	
this Rea	his box if the credito  ffirmation Agreement  redit and any other te	nt. Descri	be the credit limit, the	ne Annual Percen	ure credit in connection with tage Rate that applies to sch credit:
PART II.	DEBTOR'S STAT	EMENT	IN SUPPORT O	F REAFFIRM	ATION AGREEMENT
A. Were you re	presented by an attor	ney durin	g the course of nego	tiating this agree	ment?
Check o	ne. Yes	No			
B. Is the credito	r a credit union?				
Check o	ne. Yes	√ No			

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C. If your answer to	EITHER	question A.	or B. ab	bove is "No,"	" complete	1. and 2.	below
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- 1. Your present monthly income and expenses are:
  - a. Monthly income from all sources after payroll deductions (take-home pay plus any other income)

\$5978.50

b. Monthly expenses (including all reaffirmed debts except this one)

\$ 5457.00

c. Amount available to pay this reaffirmed debt (subtract b. from a.)

\$ 21.50

d. Amount of monthly payment required for this reaffirmed debt

\$ 269.77

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

- You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.
- You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

Use an additional page if needed for a full explanation.

- D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:
  - You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

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## PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I hereby certify that:

- I agree to reaffirm the debt described above. (1)
- V

(2)	Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part below;
(3)	The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
(4)	I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
(5)	I have received a copy of this completed and signed Reaffirmation Documents form.
SIGNATURE	C(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):
Date <b>8</b> 2	Signature X
Date	Debtor Signature
Date	Joint Debtor, if any
Reaffirmatio	n Agreement Terms Accepted by Creditor:
Creditor Free	domRoad Financial, c/o CRG, 1790 E. River Rd., Ste. 101, Tucson, AZ 85718
	Print Name Address
	s P. Spallas 9/19/14
	int Name of Representative  Signature  Date
Pr	
PART IV. C	int Name of Representative Signature Date
PART IV. C. To be I hereby certif	ERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)
Pr  PART IV. C.  To be  I hereby certif this agreement fully advised t agreement.  A presumpt	ERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)  filed only if the attorney represented the debtor during the course of negotiating this agreement.  y that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have
Pr  PART IV. C.  To be  I hereby certifithis agreement fully advised tagreement.  A presumpt however, the discharge the control of the contro	ERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)  filed only if the attorney represented the debtor during the course of negotiating this agreement.  y that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have the debtor of the legal effect and consequences of this agreement and any default under this sition of undue hardship has been established with respect to this agreement. In my opinion, ebtor is able to make the required payment.  The presumption of undue hardship box is checked on page 1 and the creditor is not a Credit
Pr  PART IV. C.  To be  I hereby certifithis agreement fully advised tagreement.  A presumpt however, the discharge the control of the contro	ERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)  filed only if the attorney represented the debtor during the course of negotiating this agreement.  y that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have the debtor of the legal effect and consequences of this agreement and any default under this agreement is able to make the required payment.  The presumption of undue hardship box is checked on page 1 and the creditor is not a Credit
Pr  PART IV. C.  To be  I hereby certifithis agreement fully advised tagreement.  A presumpt however, the discharge the control of the contro	ERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)  filed only if the attorney represented the debtor during the course of negotiating this agreement.  y that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have the debtor of the legal effect and consequences of this agreement and any default under this sion of undue hardship has been established with respect to this agreement. In my opinion, ebtor is able to make the required payment.

B240A, Reaffirmation Documents

### PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

**Reaffirming a debt is a serious financial decision.** The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

#### A. DISCLOSURE STATEMENT

- 1. What are your obligations if you reaffirm a debt? A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
- 2. Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
- 3. What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
- 4. How soon do you need to enter into and file a reaffirmation agreement? If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
- 5. Can you cancel the agreement? You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

- 6. When will this Reaffirmation Agreement be effective?
  - a. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement and
    - i. if the creditor is not a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.
    - ii. if the creditor is a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court.
  - b. If you were not represented by an attorney during the negotiation of your Reaffirmation Agreement, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.
- 7. What if you have questions about what a creditor can do? If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.

#### B. INSTRUCTIONS

- 1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
- Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure that
  you can afford to make the payments that you are agreeing to make and that you have received a copy of
  the Disclosure Statement and a completed and signed Reaffirmation Agreement.
- 3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney (Part IV above).
- 4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).
- 5. If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B to do this.

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#### C. DEFINITIONS

- 1. "Amount Reaffirmed" means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I. Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
- 2. "Annual Percentage Rate" means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card
- 3. "Credit Union" means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.

Case 14-055	5 <mark>82-MM7 - Filed 09/22/14 - Entere</mark>	d 09/22/14 10:17:59 Doc 12	Pg. 10 of 15
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\*Dealer may share in or receive a portion of these amounts.

### MISSORY NOTE, DISCLOSURE SECURITY AGREEMENT

FreedomRoad Financial KON OF EVERGNEEN BANK GROUP ENDER BORROWER(S) <sup>2</sup> M Oten ADDRESS ADDRESS VAME ADDRESS DESCRIPTION OF MOTOR VEHICLE PURCHASED: **Use For Which Purchased** Vehicle Identification Number Make and Model Personal New 848 EVD ZDM1XBMV8BB014248 2011 Bushess Used TRUTH-IN-LENDING DISCLOSURE Amount Financed The amount of credit Total of Payments ANNUAL PERCENTAGE FINANCE CHARGE The amount you will have paid after you have made all payments as scheduled. e doller amount the ollt will cost you. RATE The cost of your cradit provided to you or on your as a yearly rate. **(e)** (e) means an estimate Your payment schedule will be: **Number of Payments Amount of Payments** When Payments are Due Monthly Beginning Security: You are giving Us a security interest in the Motor Vehicle being purchased.

Late Charge: If a payment is more that 10 days late, You will be charged five percent (5%) of the full amount of the scheduled payment. Filing Fee: 1 Prepayment Charge: If You pay off early, You will not have to pay a penalty; and will not be entitled to a refund of a part of the finance charge. See Your contract documents for any additional information about nonpayment, default, any required prepayment in full before the scheduled date. and prepayment penalties. **ITEMIZATION OF AMOUNT FINANCED** 1. Cash Sale Price (including any accessories, extras, services, and texes) ...... \_\_ + Cash Downpayment \$ 3 2. Total Downpayment = Net Trade-in \$ Your Trade-in is a 3. Unpaid Balance of Cash Price (Amount paid on Your Account) (1 minus 2) paid to dealer... 4. Amounts Paid to Others on Your Behalf: A. To: Credit Insurance Company (single life) ...... B. To: Credit Insurance Company (joint life) ...... C. To: Accident and Health insurance Company..... Other Charges (Identify Who Must Receive Payment and Describe Purpose) To: For Service Contract To: For Debt Cancellation Coverage To: For: Total Other Charges and Amounts Paid to Others on Your Behalf ... 5. Prepaid Finance Charges: A. Loan Processing Fee В. Other: Total Prepaid Finance Charges ... 6. Principal Amount (3 + 4 + 5) 7. Amount Financed (6 minus 5)

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# ADD. ONAL TERMS AND CONDIT ONS

- 1. DEFINITIONS. "You" or "Your" means each borrower and each other person or entity who agrees to pay this Note and therefore agrees to the terms of this Note. "We" or "Us" means FreedomRoad Financial and its parent Evergreen Private Bank, collectively referred to as the Lender and its successors and assigns. The terms, "Contract," "Agreement," "Loan," and "Note" are used interchangeably.
- 2. APPLICABLE LAWS. The laws of the state where the Lender's lien has been recorded applies as to matters regarding the Lender's security interest in the Motor Vehicle. The laws of the United States, and as to the rate of interest and other related fees due and owing under this Agreement, the laws of the State of Illingis shall apply.
- 3. OWNERSHIP AND RISK OF LOSS. You agree to pay the Lender all You owe under this Contract even if the Motor Vehicle is damaged, destroyed or missing. You agree to keep the Motor Vehicle in good condition and repair. You agree not to remove the Motor Vehicle from the United States, and not to sell, rent, lease or otherwise transfer any Interest in the Motor Vehicle or this Contract without the Lender's express written permission. You agree to protect the Motor Vehicle from claims of third persons. You agree not to expose the Motor Vehicle to misuse or confiscation. You will make sure the Lender's security interest is perfected and a lien on the Motor Vehicle is shown on the title, or other documentation acceptable to the Lender. You agree to provide all acts, things and writings as the Lender may at any time request to protect or enforce its rights in the Motor Vehicle and other collateral. You will not do anything to defeat the Lender's lien. If the Lender pays any repair bills, storage costs, taxes, fines, DMV fees or other charges on or for the Motor Vehicle, (although the Lender is not required to do so on Your behalf) You agree to repay the amount when the Lender asks for it.
- 4. SECURITY INTEREST. You grant the Lender a purchase money security interest in the Motor Vehicle stated on the front of this Contract and any of the following items that are purchased and financed in connection with this Contract: a) any accessories, equipment, and replacement parts installed on the Motor Vehicle; b) any insurance premiums and charges for service or GAP products returned to the Lender; c) any proceeds of insurance policies, service or GAP products on the Motor Vehicle; and d) any proceeds of insurance policies on Your life or health which are financed through this Contract. The purchase money security interest is in addition to any other security interest or lien the Lender holds or which you are required to provide as a condition of the Note. This secures payment of all amounts You owe on the Contract and on any transfer, renewal, or extension of this Contract. It also secures Your other agreements in this contract. To the extent permitted law, the Collateral under this Contract also secures Your other obligations to the Lender, whether now owning or incurred hereinafter.
- 5. REQUIRED PHYSICAL DAMAGE INSURANCE. You agree to have physical damage insurance covering loss or damage to the Motor Vehicle for the term of this Agreement, showing the Lender as "additional insured and loss payee." At any time during the term of this Agreement, if You do not have physical damage insurance which covers both interests in the Motor Vehicle, We may, if We decide, buy Insurance which covers our interest only. We are under no obligation to buy insurance, but may do so if We desire. If We buy either of these coverages. We will let You know what type it is and the charge you must pay. We may either ask for immediate reimbursement from You for the cost of such insurance or may add the insurance premium to the unpaid principal amount on this Agreement. If the insurance premium is added to the unpaid principal amount of this Agreement, interest will be charged on the insurance premium at the Annual Percentage Rate disclosed in this Agreement, and You agree to pay the insurance premium with interest in equal installments along with the payments shown on the payment schedule. You understand and agree that if We purchase any physical damage insurance, We will be acting in our interest only. You further understand and agree that the purchased insurance will not contain any liability coverages, will only cover our interest in the Motor Vehicle, may have deductible amounts different than those in Your provided insurance, and may be more expensive

- 9. DEFAULT. You will be in default under the Note or other parts of the Agreement if any one or more of the following events occurred: 1) You fall to make a monthly payment within ten (10) days of its due date or any other payment when due; 2) You provide Us false or misleading information in connection with this loan; 3) You die or are declared incompetent; 4) You fail to pay or keep any other promise or any other loan You may have with Us; 5) the Motor Vehicle is damaged or stolen; 6) You breach any agreement or covenant in this Agreement.
- 10. FAILURE TO PAY OR KEEP PROMISES AS REQUIRED. If You do not pay Us as agreed or You are otherwise in default or if an event occurs which substantially reduces the value of the Motor Vehicle which materially impairs Your prospects to pay under this Agreement. We may, at our option, declare the entire unpaid principal amount to be immediately due and owing. You will, following such event, at our request, deliver the Motor Vehicle to a place We designate which is reasonably convenient to both You and Us.
- 11. CREDIT REPORTING. You agree that We may request a consumer credit report in connection with Your application and in connection with an update; renewal, or extension of the credit for which the application is made:
- 12. INTEGRATION AND SEVERABILITY. This agreement contains the entire agreement between You and Us. If any part of this agreement is invalid, all other parts of the agreement will remain valid.
- 13. NON-WAIVER. You agree not to send Us partial payments marked "paid in full", "with prejudice", "without recourse" or any similar restrictive endorsements. If you send these items or complaints to our lockbox or address specified for payment, they shall not be deemed received and the endorsement will not be effective against Us even though. We cashed the checks on which such endorsements are contained.
- 14. NOTICE OF LIMITED AGENCY. The dealer has no authority to approve or to make this loan. The dealer is not our agent in connection with the sale of the Motor Vehicle You are purchasing with the proceeds of this loan. The dealer is only authorized to prepare the loan documents and to obtain Your signatures.
- 15. CUSTOMER INDENTIFICATION NUMBER (CIP). Pursuant to requirements of law, including the USA PATRIOT Act, We are obtaining information and will take necessary actions to verify Your identity.
- 16. REPOSSESSION OF THE MOTOR VEHICLE FOR FAILURE TO PAY, If You fail to pay according to the payment schedule or if You break any of the agreements in this Agreement (default), We can take the Motor Vehicle from You (repossession) subject to any right to cure default You may have. To take the Motor Vehicle, We can go on Your land or anywhere the Motor Vehicle is located so long as it is done peacefully. If there are any personal belongings in the Motor Vehicle such as clothing, furniture, and tools, We may store the items. However, We do not have to store them and will not be responsible for the items beyond what the law may require. Any accessories, equipment or replacement parts will remain with the Motor Vehicle.
- 17. GETTING THE MOTOR VEHICLE BACK AFTER REPOSESSION. If We repossess the Motor Vehicle, then at least 15 days before selling the Motor Vehicle We will send to You a notice of sale disclosing that You have the right to redeem the Motor Vehicle by paying the accelerated balance and other costs of repossession. Under certain circumstances, You may have the right to reinstate the account by paying past due payments plus any late charges, the cost of taking and storing the Motor Vehicle and other expenses that We have or our assignee has had. We will use the net proceeds of the sale to pay all or part of Your debt. If You owe less than the net proceeds of sale, We will pay You the difference, unless We are required to pay it to someone else. For example, We may be required to pay a lender who has given You a loan and also taken a security interest in the Motor Vehicle. If You owe more than the net proceeds of sale, You will pay Us the difference between the net proceeds of the sale and what You owe

when We ask for it. If You do not pay this amount when asked, We will chame interest on it. If You have wronnfully damaged the Motor

connection அரு பாத் புறையூர் அரி அரி குடிக்கும் இத் 2 இழியுள்ளாட்டிய edappio ve 2 rto make this Toan. The dealer is not our agent in connection replacement parts installed on the Motor Vehicle; b) any insurance premiums and charges for service or GAP products returned to the Lender; c) any proceeds of insurance policies, service or GAP products on the Motor Vehicle; and d) any proceeds of insurance policies on Your life or health which are financed through this Contract. The purchase money security interest is in addition to any other security interest or lien the Lender holds or which you are required to provide as a condition of the Note. This secures payment of all amounts You owe on the Contract and on any transfer, renewal, or extension of this Contract. It also secures Your other agreements in this contract. To the extent permitted law, the Collateral under this Contract also secures Your other obligations to the Lender, whether now owning or incurred hereinafter.

5. REQUIRED PHYSICAL DAMAGE INSURANCE. You agree to have physical damage insurance covering loss or damage to the Motor Vehicle for the term of this Agreement, showing the Lender as "additional insured and loss payee." At any time during the term of this Agreement, if You do not have physical damage insurance which covers both interests in the Motor Vehicle, We may, if We decide, buy insurance which covers our interest only. We are under no obligation to buy insurance, but may do so if We desire. If We buy either of these coverages. We will let You know what type it is and the charge you must pay. We may either ask for immediate reimbursement from You for the cost of such insurance or may add the insurance premium to the unpaid principal amount on this Agreement. If the insurance premium is added to the unpaid principal amount of this Agreement, interest will be charged on the insurance premium at the Annual Percentage Rate disclosed in this Agreement, and You agree to pay the insurance premium with interest in equal installments along with the payments shown on the payment schedule. You understand and agree that if We purchase any physical damage insurance, We will be acting in our interest only. You further understand and agree that the purchased insurance will not contain any liability coverages, will only cover our interest in the Motor Vehicle, may have deductible amounts different than those in Your provided insurance, and may be more expensive than equivalent insurance which You could buy on Your own. You agree that We can purchase such insurance with coverage that will be retroactive to the date Your insurance terminated. You understand and agree that We may receive compensation or reimbursement in connection with such insurance. If the Motor Vehicle is lost or damaged. You agree that We can use any insurance settlement to repair the Motor Vehicle or to apply to Your debt, at our sole and absolute discretion.

6. INSURANCE OR SERVICE PLAN OR REPAIR PLAN CHARGES RETURNED TO US, if any charge for required insurance is returned to Us, it may be credited to Your account or used to buy similar insurance or insurance which covers only our interest in the Motor Vehicle. Any refund on optional insurance or service/repair plan obtained by Us will be credited to Your account. Credits to Your account will be in the same manner as payments. You will be notified of what is done.

7. DISHONORED CHECK CHARGE. We may charge you a \$25 Fee for the return by a deposition institution of a dishonored check, negotiable order of withdrawal or share draft issued in connection with any payment due under this Contract.

8. DELAY IN ENFORCING RIGHTS: CHANGES TO THIS CONTRACT. The Lender can delay or refrain from enforcing any of its rights under this Agreement without losing them. For example, We may extend the time for making some payments without extending others. You agree to be bound by any document provided by Us that changes the terms and conditions of this Agreement due to state or federal law requirements. Any change in the terms or conditions of this Agreement must be in writing and signed by the Lender. No oral changes are binding. with the sale of the Motor Vehicle You are purchasing with the proceeds of this loan. The dealer is only authorized to prepare the loan documents and to obtain Your signatures.

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18. ATTORNEY FEES AND COLLECTION COSTS. To the extent permitted by applicable law, if We hire an attorney other than our salaried employee to collect what You owe, You agree to pay our reasonable attorney's fees; including any incurred in connection with any bankruptcy or appellate proceeding, and any court costs and out of pocket expenses, whether or not the suit is filed, plus interest on such sums at the highest rate allowed by law.

19. WARRANTY DISCLAIMER. You understand that the Lender is not offering any warranties and that there are no implied warranties of merchantability, of fitness for a particular purpose, or any other warranties, expressed or implied by the Lender, covering the Collateral.

Notice: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BORROWER COULD ASSERT AGAINIST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER, BY THE BORROWER SHALL NOT EXCEED AMOUNTS PAID BY THE BORROWER HEREUNDER.